

CITY OF VENTNOR  
RESOLUTION NO. 304 of 2018

A RESOLUTION OF THE CITY OF VENTNOR, COUNTY OF ATLANTIC, STATE OF  
NEW JERSEY RESOLUTION AUTHORIZING A SHARED SERVICES BETWEEN  
THE CITY OF MARGATE CITY AND THE CITY OF  
VENTNOR CITY FOR THE USE OF THE MARGATE CITY  
DOG PARK LOCATED AT BELMONT DRIVE  
WITHOUT INDIVIDUAL REGISTRATION FEE

WHEREAS, the Governing Body of the City of Ventnor City has requested that Ventnor residents be permitted to utilize the Margate City dog park; and

WHEREAS, the Margate City Governing Body has agreed that it would be appropriate to allow Ventnor residents the rights and privileges of using said Dog Park

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Ventnor City that it does hereby the Mayor, on behalf of the City, to execute an Agreement with the Governing Body of the City of Margate City, to allow Ventnor residents to utilize the Margate City dog park.

The term of the Agreement shall be for one year with the provision that either party may cancel the Agreement and the consideration shall be the sum of THIRTY-FIVE HUNDRED (\$3,500.00) DOLLARS per annum payable upon commencement and in the event of cancellation, said amount shall be pro-rated.

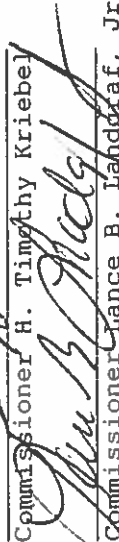
Admittance to the Dog Park will require dogs be licensed and vaccinated, but will not require any individual registration fee by either Ventnor City or Margate City residence or visitors.

**BE IT FURTHER RESOLVED** that the certified copy of this Resolution shall be forwarded to the following:

1. Toro Aboderin, Chief Financial Officer
2. City of Margate City Governing Body

Members of the Board of Commissioners  
of the City of Ventnor City, NJ

Absent  
Mayor Beth Holtzman

Commissioner H. Timothy Kriebel  
  
Commissioner Lance B. Landgraf, Jr

I, LISA H. HAND, City Clerk of the CITY OF VENTNOR CITY, do hereby certify that the foregoing resolution was duly adopted at a regular meeting of the Ventnor City Board of Commissioners held this 13<sup>th</sup> day of September, 2018 and in witness whereof I have hereunder set my hand and official seal on this date written.

## SHARED SERVICES AGREEMENT WITH THE CITY OF MARGATE CITY

This agreement is made this 2 day of August, 2018 ("Effective Date") by and between the City of Ventnor City, a Municipal Corporation of the State of New Jersey ("Ventnor") having an office at 6201 Atlantic Avenue, Ventnor, New Jersey 08406 and the City of Margate City, a Municipal Corporation of the State of New Jersey ("Margate") having an office at 9001 Winchester Avenue, Margate, New Jersey 08402.

### BACKGROUND

- A. Ventnor and Margate (sometimes here and after collectively referred to as the "parties") seek to enter into this Shared Services Agreement ("Agreement") pursuant to the provisions of the Uniformed Shared Services and Consolidation Act, (N.J.S.A. 40A:65-1, et seq.) Which Act authorizes and empowers the parties to enter into this Agreement.
- B. This Agreement has been duly authorized by the appropriate resolutions and/or ordinances by each respective party and will be filed as appropriate.
- C. Ventnor desires to provide access to the dog park owned by the City of Margate City located at Amherst and Clermont Avenue to its residents and Margate has agreed to provide access to Ventnor residents pursuant to this Agreement.
- D. Now, therefore, in consideration of the terms and conditions here and there set forth in incorporating the background paragraphs herein, the parties agree as follows:

1. Services to be provided by Margate

Margate agrees to allow Ventnor residents access to the dog park located at Amherst and Clermont Avenues, which park is owned by the City of Margate City.

2. Term

This Agreement shall commence upon full execution and deliver by both Cities. The initial term shall be for a period of one (1) year. Either City may terminate this Agreement upon ninety (90) days written notice to the other. The Cities agree to communicate regarding any extension of this Agreement ninety (90) days prior to the end of the Lease Term.

3. Fees

Ventnor agrees to pay Thirty-Five Hundred Dollars (\$3,500.00) per annum to the City of Margate for the use of the dog park upon commencement of this Agreement and in the event of cancellation by either City, said amount shall be pro-rated.

Ventnor residents wishing to have access to the dog park will require dogs to be licensed and vaccinated, but will not require any individual registration fee by either Ventnor City or Margate City residents or visitors.

4. Applicable Law

Disagreements shall be governed by and construed in accordance with the laws in the State of New Jersey.

IN WITNESS WHEREOF, the parties have set their hands and seals and call this Agreement to be executed on the date and year written above:

ATTEST:

CITY OF VENTNOR

Lisa H Hand  
Lisa Hand, Municipal Clerk

Beth Holtzman  
Beth Holtzman, Mayor

ATTEST:

CITY OF MARGATE CITY

Johanna Casey  
Johanna Casey, Municipal Clerk

Michael Becker  
Michael Becker, Mayor

- BID
- RFP
- OTHER

- Contingent
- 25%
- Balance
- Full

**CERTIFICATION OF FUNDS**

CONTRACTOR: City of Margate City

PURPOSE: Shared Services Agreement – Use of Dog Park

TERM: 2018

AMOUNT: Maximum Amount of \$3,500.00

PAYMENT METHOD  LUMP SUM  PROGRESS  PERIODIC (Specify) \_\_\_\_\_

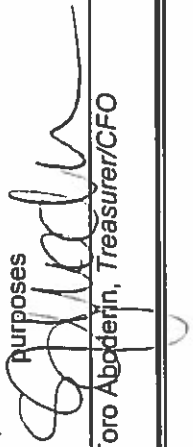
Funds for the above contract have been budgeted as follows:

ACCOUNT NUMBER	ACCOUNT TITLE	CONTRACT AMOUNT	TOTAL TEMP APPROPRIATION	AMOUNT AVAILABLE
8-01-20-100-236	Administrator – Other Professionals	\$3,500.00	\$206,300.00	\$44,625.00

I, the Chief Financial Officer of the City of Ventnor hereby certify that:

- ( ) There are currently available appropriated funds in ordinance \_\_\_\_\_ for payment on the above contract as noted above.
- (  ) There are currently available appropriated funds in the 2018 budget for payment on the above contract as noted above.
- ( ) Payment for the balance of the contract from \_\_\_\_\_ to 20 \_\_\_\_\_ is contingent upon the appropriation and encumbrance of sufficient funds in the final budget for 20 \_\_\_\_\_. Upon adoption of the final budget, supplementary certifications of funds shall be filed with the Clerk of the commission as required by law.
- ( ) Payment on the above contract in the amount of \$ \_\_\_\_\_ which shall be payable during the future fiscal year(s) from \_\_\_\_\_ to \_\_\_\_\_ is contingent upon appropriation and encumbrance of sufficient funds in the temporary and final budgets for 20 \_\_\_\_\_. Upon adoption of the temporary and final budgets for 20 \_\_\_\_\_ supplementary certifications of funds shall be filed with either the Clerk of the Commission as required by law.

( ) The reduction of the above contract has been unencumbered and made available for expenditure for other purposes

  
 Toro Aboderin, Treasurer/CFO \_\_\_\_\_ 9/13/2018 \_\_\_\_\_  
 Date